

Jonathan Shub (SBN 237708)
 jshub@seegerweiss.com
SEEGER WEISS LLP
 1515 Market Street, Suite 1380
 Philadelphia, PA 19102
 Telephone: (215) 564-2300/Facsimile: (215) 851-8029

Rosemary M. Rivas (SBN 209147)
 rrivas@finkelsteinthompson.com
FINKELSTEIN THOMPSON LLP
 100 Bush Street, Suite 1450
 San Francisco, California 94104
 Telephone: (415) 398-8700/Facsimile: (415) 398-8704

Interim Co-Lead Class Counsel

Guido Saveri (SBN 22329)
 guido@saveri.com
 R. Alexander Saveri (SBN 173102)
 rick@saveri.com
 Cadio Zirpoli (SBN 179108)
 cadio@saveri.com
SAVERI & SAVERI, INC.
 706 Sansome Street
 San Francisco, California 94111
 Telephone: (415) 217-6810/Facsimile: (415) 217-6817

**REDACTED Pursuant to Court Order
 DKT. No. 254**

Attorney for Plaintiffs

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION**

**IN RE FACEBOOK PPC ADVERTISING
 LITIGATION**

Master File Case No. 5:09-cv-03043 JF

**This Document Relates To:
 All Actions**

**DECLARATION OF JONATHAN SHUB IN
 SUPPORT OF PLAINTIFFS' REPLY BRIEF
 SUPPORTING MOTION FOR CLASS
 CERTIFICATION**

Date: TBD
 Time: TBD
 Judge: Honorable Phyllis J. Hamilton
 Courtroom 3, 5th Floor

DOCUMENT (EXHS. A - F) SUBMITTED UNDER SEAL

1 I, Jonathan Shub, declare as follows:

2 1. I am a partner with the law firm of Seeger Weiss LLP ("SW"), one of the firms
3 representing the Plaintiffs and court-appointed Interim Co-Lead Class Counsel in this action. I am a
4 member in good standing of the bar of the State of California and am admitted to practice in this Court.
5 This declaration is based on my own personal knowledge and if called to testify, I could and would do
6 so competently as to the matters set forth herein. I submit this declaration in support of Plaintiffs' Reply
7 Brief Supporting Motion for Class Certification ("Reply Brief").

8 2. Attached hereto as **Exhibit A** are true and correct copies of excerpts from the transcript
9 of the deposition of John McKeeman, a Facebook, Inc. employee, who testified in this litigation on
10 November 30, 2011.

11 3. Attached hereto as **Exhibit B** is a true and correct copy of the rebuttal report of Plaintiffs'
12 expert, Dr. Markus Jakobsson.

13 4. Attached hereto as **Exhibit C** are true and correct copies of excerpts from the transcript
14 of the deposition of Plaintiffs' expert Dr. Markus Jakobsson, who testified in this litigation on
15 September 21, 2011.

16 5. Attached hereto as **Exhibit D** are true and correct copies of excerpts from an excel
17 spreadsheet with data produced by Defendant in this litigation bearing production number FBCPC65A
18 relating to Plaintiff Steven Price. The entire excel spreadsheet was marked as Exhibit 8 on a CD at the
19 deposition of Dr. Bernard Jansen. Due to the voluminous nature of the document, Plaintiffs have only
20 provided the Court with excerpts. Plaintiffs can provide a complete copy of the excel spreadsheet at the
21 Court's request.

22 6. Attached hereto as **Exhibit E** are true and correct copies of excerpts from an excel
23 spreadsheet with data produced by Defendant in this litigation bearing production number FBCPC202A
24 relating to Plaintiff Fox Test Prep. The entire excel spreadsheet was marked as Exhibit 8 on a CD at the
25 deposition of Dr. Bernard Jansen. Due to the voluminous nature of the document, Plaintiffs have only
26 provided the Court with excerpts. Plaintiffs can provide a complete copy of the excel spreadsheet at the
27 Court's request.

7. Attached hereto as **Exhibit F** are true and correct copies of pages 172-176 from the transcript of the deposition of Plaintiffs' expert, Dr. Bernard Jansen, who testified in this litigation on October 17, 2011. Dr. Jansen testified regarding the significance of the information on Exhibit E.

8. Attached hereto as **Exhibit G** is a true and correct copy of a document bearing production numbers FBCP00208922 – FBCP00208928 and produced by Defendant Facebook, Inc. in this litigation.

9. Attached hereto as **Exhibit H** are true and correct copies of excerpts from the transcript of the deposition of Nathan Fox, who testified in this litigation on behalf of Plaintiff Fox Test Prep on October 24, 2011.

10. Attached hereto as **Exhibit I** is a true and correct colored copy of a document referred to in the Reply Brief as the “Click- Through Agreement.” The office of Finkelstein Thompson LLP, Interim Co-Lead Class Counsel, downloaded this document on November 17, 2011 from Facebook’s website at <http://www.facebook.com/ads/create/index.php?act=27632189&oid=195909611248>. This document is a colored version of Exhibit A attached to Plaintiffs’ Second Consolidated Amended Complaint.

I declare under penalty of perjury under the laws of the United States of America that the foregoing facts are true and correct. Executed this 8th day of December 2011 in Philadelphia, Pennsylvania.

/s/ Jonathan Shub
Jonathan Shub

Filer's Attestation: Pursuant to General Order No. 45, §X(B), I attest under penalty of perjury that concurrence in the filing of the document has been obtained from its signatory.

Dated: December 8, 2011

Respectfully submitted,

/s/ Cadio Zirpoli
Cadio Zirpoli

Attorneys for Plaintiffs

EXHIBIT A

**REDACTED Pursuant to Court Order
DKT. No. 254**

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Page 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In Re:	MASTER FILE NO.
	C 09-03043 PJH
FACEBOOK CPC Advertising	Judge: Honorable
Litigation	Phyllis J. Hamilton

_____/

This Document Relates to All Actions.

VIDEOTAPED DEPOSITION OF JOHN McKEEMAN
HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

The videotaped deposition of JOHN McKEEMAN, called by the Plaintiffs for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before Diane S. Martin, C.S.R. No. 6464, a Certified Shorthand Reporter for the State of California, at the law offices of Cooley, LLP, 3175 Hanover Street, Palo Alto, California, on November 30, 2011, commencing at 1:12 p.m.

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Page 2

1 A P P E A R A N C E S:

2

3 For the Plaintiffs:

4

SEEGER WEISS, LLP

BY: JONATHAN SHUB, ESQUIRE

5

1515 Market Street

Suite 1380

6

Philadelphia, Pennsylvania 19102

(215) 564-2300

7

jshub@seegerweiss.com

8

9

SAVERI & SAVERI

BY: CADIO ZIRPOLI, ESQUIRE

10

706 Sansome Street

Suite 200

11

San Francisco, California 94111

(415) 217-6810

12

zirpoli@saveri.com

13

14

15 For the Defendant:

16

COOLEY, LLP

BY: WHITTY SOMVICHIAN, ESQUIRE

17

101 California Street

Fifth Floor

18

San Francisco, California 94111-5800

(415) 693-2000

19

wsomvichian@cooley.com

20

21

FACEBOOK

BY: SANDEEP N. SOLANKI, ESQUIRE

22

1601 South California Avenue

Palo Alto, California 94304

23

24

25

The Videographer:

Stan Booker

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1 Q. And the decision as to whether or not
2 you're going to buy CPC versus CPM is on another
3 page?

4 A. It's I believe the page where you click
5 submit order, it contains what you've bid, the
6 method you bid, your name and your ads and
7 information. So you have the context of 80 cents
8 CPC when you click and when you tell us what you
9 want to bid, what you want to buy and if we accept
10 it, then yeah.

11 Q. So, in fact, in paragraph 7 you really
12 meant to say when you talk about the contract, is
13 you weren't just talking about the statement of
14 rights and responsibilities, you were actually
15 talking about the whole process of creating the
16 relationship between the advertiser and Facebook;
17 right?

18 A. Can you be more specific in what you're
19 referencing here?

20 Q. Sure. You said that the Facebook here a
21 minute ago when I asked you in paragraph 7 what the
22 contract was, you said it's the SRR. But now we've
23 established that there's actually other parts of
24 that contract because you've got the price, you've
25 got the CPM or CPC, you've got to click through.

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1 Isn't that all part of the contract; not
2 just the statement of rights and responsibilities?

3 MR. SOMVICHIAN: Object to the form of the
4 question. It's argumentative.

5 MR. SHUB: Well, it's not argumentative.
6 I'm asking him whether, in fact, the advertising
7 contract that he was referring to in paragraph 7
8 was more than just the SRR.

9 BY MR. SHUB:

10 Q. Or are you saying it's not?

11 A. The contract part of it is the SRR. When
12 you've -- you agree to that contract when you've
13 already personally made the decision on what to
14 bid, how much to bid, how much to buy. But that's
15 again up to the advertiser. So, you know, I think
16 once you've accepted that for yourself, you do
17 enter into this agreement, which is what I was
18 referring to.

19 Q. Do you also enter -- if you agree to bid --
20 if you agree to bid 80 cents for CPC and Facebook
21 accepts it, are you responsible for paying Facebook
22 80 cents for a click that's legitimate?

23 A. Up to 80 cents.

24 Q. You're responsible because you clicked;
25 right? You said I submit that -- you hit the I

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1 submit button on the site and that commits you to
2 paying Facebook; correct?

3 A. In the event that you get clicks, yes.

4 Q. Where on the SRR are you committing to do
5 anything with Facebook?

6 A. Can you be more --

7 Q. In other words, is there any provision on
8 this agreement that says I accept it or am agreeing
9 with it?

10 A. It says you will pay for your orders in
11 accordance with our payment terms.

12 Q. That's on a different page; right? That's
13 not the -- you couldn't look on this document and
14 find out what those terms are. You'd have to go
15 somewhere else?

16 A. Sure.

17 Q. So how is this the only contract? That's
18 what I'm trying to understand. This doesn't have
19 the payment terms. You've got to go somewhere
20 else, how is this considered to be the contract and
21 only this document?

22 A. It's the aspects that will specifically
23 cover the advertising process.

24 Q. But not how much you're going to pay?

25 A. That's going to depend on how much activity

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1 A. Your personal decision?

2 Q. Right.

3 A. No.

4 Q. Or that you are agreeing to pay on a CPC
5 basis, is that on the statement of rights and
6 responsibilities?

7 A. You're agreeing to pay, but I don't think
8 we specify CPC or CPM. You will pay for your
9 orders.

10 Q. Right. But it's vague as to what the
11 orders means; right?

12 A. What do you mean by "vague"?

13 Q. I mean it doesn't say whether it's --
14 you're paying on a CPC or on a CPM or any other
15 basis?

16 MR. SOMVICHIAN: The SRR document itself?

17 BY MR. SHUB:

18 Q. Yeah.

19 A. The SRR just uses the term orders to
20 encompass all of that.

21 Q. Okay. Let's look at paragraph 9 of your
22 declaration. You say there that as stated in step
23 4 "All advertisers using the self-serve channel
24 must affirmatively click to agree to Facebook's
25 terms before starting an ad." Correct?

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1 Q. This document is dated June 28th, 2011.

2 Okay? Exhibit -- your Exhibit 5 is dated June 28,
3 2011; okay? Do you see that?

4 MR. SOMVICHIAN: At the top.

5 THE WITNESS: Yep.

6 BY MR. SHUB:

7 Q. Now, do you know whether this is the
8 current operative document for payment terms?
9 Because we've gotten no payment terms document so
10 we don't know. Is this the document that's in
11 effect now?

12 A. I'm not sure, to be honest.

13 Q. Do you know what payment terms documents
14 were in effect prior to June 28, 2011?

15 A. Specifically, no.

16 Q. Okay. Do you know why you attached this
17 document which you do reference in paragraph 16 of
18 your declaration, why did you attach this document?

19 A. We specifically call out the June 28th,
20 2011 version.

21 Q. Yes, you do.

22 A. So we attached that specific version.

23 Q. But you didn't tell us in your declaration
24 whether there were other versions or not; did you?

25 A. I don't believe so.

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1 Q. Or you didn't tell us whether there were
2 earlier versions of this document; correct?

3 A. We specifically called out the June 28th
4 version.

5 Q. And you don't know sitting here today
6 whether, in fact, there were earlier versions of
7 this document; correct?

8 A. I do not know that for sure.

9 Q. And therefore you wouldn't know whether the
10 terms that you quote in paragraph 16 were in any
11 document prior to June 28th, 2011; correct?

12 A. Can you restate, please?

13 Q. You don't know whether Exhibit 5 was in
14 existence before June 28, 2011; right?

15 A. I'm sorry, I thought you asked specifically
16 if I knew if there were any other versions. This
17 is the version as-I know it.

18 Q. Do you know what the other versions said?

19 A. I don't know if there were other versions.

20 Q. So therefore you see in paragraph 16 you
21 then quote from this document?

22 A. Correct.

23 Q. You don't know, in fact, whether or not
24 what you quoted existed before June 28, 2011; do
25 you?

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1 A. I assume it does because I wasn't aware of
2 any other versions.

3 Q. But you don't have any knowledge -- without
4 assuming, you can't sit here today and testify
5 under oath that you know what was in the payment
6 term document prior to June 28, 2011 because you
7 just told me a minute ago that you didn't know
8 whether it existed or not?

9 A. I have no specific recollection of any
10 payment terms documentation or the wording earlier
11 to this one.

12 Q. All right. Just so the record is clear, in
13 fact, that last sentence in paragraph 16 that says,
14 "This provision was in effect throughout the
15 proposed class period," is not a provision that
16 sitting here today testifying under oath you can
17 say you know for certain?

18 A. I can say for certain I don't know that
19 there were other versions. So I would testify that
20 this is the version.

21 Q. But no, that's different.

22 You can't say because you don't know that
23 there were other versions, therefore you know this
24 is the version. That's not -- you can't make that
25 leap, okay, without speculating; right?

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1 Do you sitting here today know that there
2 were earlier versions? You said no; right?

3 A. Correct.

4 Q. Okay. So it's fine, but just so we have
5 the record is clear, in fact, then, you can't say
6 that this provision was in effect during the class
7 period because you don't know what were earlier
8 versions of this payment terms document; correct?

9 A. Again, my expertise is not the payment side
10 of it. When we prepared and discussed through
11 folks who are in charge of this, this was certainly
12 the details that we were made aware.

13 Q. But you told me you didn't discuss
14 preparing this document with anybody at Facebook
15 other than your lawyer?

16 A. Correct.

17 Q. So he told you that it was in effect and
18 therefore you adopted it as your own knowledge?

19 A. We looked --

20 MR. SOMVICHIAN: Well, calls for
21 attorney-client privileged communications.

22 MR. SHUB: Well, then I'm going to move to
23 strike that sentence because it's not based on
24 independent knowledge. Either he tells me he was
25 told, okay, which if you want to protect it, that's

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1 disclaimer.

2 Do you see that in paragraph 20?

3 A. In paragraph 20?

4 Q. Yes.

5 A. Yes.

6 Q. What was the disclaimer that was different
7 before July 2010? What was different about the
8 disclaimer?

9 A. I believe the disclaimer read Facebook
10 shall have no liability for click fraud or for
11 improper actions or other technical issues.

12 Q. It didn't have the term invalid clicks in
13 it; correct?

14 A. I believe that's correct, yes.

15 Q. What's an invalid click?

16 A. An invalid click, I would define an invalid
17 click by -- I mean again, I think it's going to be
18 something where depending on how you're -- you

19 know, if you're using our method, someone else's
20 methods, whatever it might be, it falls outside of
21 the -- some set of parameters you set up to
22 determine whether or not it's valid, for lack of a
23 better answer.

24 Q. And what Facebook uses is what's on Exhibit
25 2; correct?

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1 STATE OF CALIFORNIA)

) ss.

2 SANTA CLARA COUNTY)

3 REPORTER'S CERTIFICATE

4 The undersigned Certified Shorthand
5 Reporter licensed in the State of California does
6 hereby certify:

7 I am authorized to administer oaths or
8 affirmations pursuant to Code of Civil Procedure,
9 Section 2093(b), and prior to being examined, the
10 witness was duly administered an oath by me.

11 I am not a relative or employee or attorney
12 or counsel of any of the parties, nor am I a
13 relative or employee of such attorney or counsel,
14 nor am I financially interested in the outcome of
15 this action.

16 I am the deposition officer who
17 stenographically recorded the testimony in the
18 foregoing deposition, and the foregoing transcript
19 is a true record of the testimony given by the
20 witness.

21 Before completion of the deposition, review
22 of the transcript [X] was [] was not requested.
23 If requested, any changes made by the deponent (and
24 provided to the reporter) during the period allowed
25 are appended hereto.

EXHIBIT B

**REDACTED Pursuant to Court Order
DKT. No. 254**

EXHIBIT C

**REDACTED Pursuant to Court Order
DKT. No. 254**

<p>1 ROUGH DRAFT DISCLAIMER</p> <p>2 ANDREA M. IGNACIO HOWARD, CSR, RPR, CCRR, CLR</p> <p>3 CERTIFIED SHORTHAND REPORTER, CSE No. 9830</p> <p>4</p> <p>5 It is understood by all attorneys and/or</p> <p>6 their staff using, saving onto a hard</p> <p>7 computer disk, or receiving a</p> <p>8 Livenote/Realtime ASCII or e-mailed rough</p> <p>9 draft transcript that:</p> <p>10 1. The following is an unedited rough</p> <p>11 draft transcript. Various corrections</p> <p>12 and/or changes may be made before the</p> <p>13 final version is complete. The use of</p> <p>14 this rough draft transcript is limited</p> <p>15 by C.C.F. 2025.540(b). This reporter, as</p> <p>16 well as any affiliated court reporting</p> <p>17 agency, will not be responsible for any</p> <p>18 variance of this draft from the final</p> <p>19 transcript.</p> <p>20 2. Because of the nature of</p> <p>21 stenographic outlines, differences will</p> <p>22 exist between the Livenote/Realtime rough</p> <p>23 draft copy and the certified transcript</p> <p>24 prepared by the reporter. Those</p> <p>25 differences will include the following,</p> <p>among others:</p> <p>A. Words may change;</p> <p>B. Page and line numbers may change;</p> <p>C. Punctuation may change; and/or</p> <p>D. Quotes may change.</p> <p>3. Providing a Livenote/Realtime ASCII</p> <p>and/or e-mail or saving Livenote/Realtime</p> <p>onto a computer hard drive will only be</p> <p>provided when a certified copy is</p> <p>purchased and there will be a charge for</p> <p>the Livenote/Realtime rough transcript in</p> <p>addition to the charge for the certified</p> <p>copy.</p> <p>24 ACCEPTANCE OF THIS REALTIME DRAFT IS AN AUTOMATIC</p> <p>25 FINAL COPY ORDER</p> <p>---ooc---</p> <p>1</p>	<p>00:35 1 SAN FRANCISCO, CALIFORNIA</p> <p>00:35 2 WEDNESDAY, SEPTEMBER 21, 2011</p> <p>00:35 3 9:33 a.m.</p> <p>00:38 4</p> <p>00:38 5</p> <p>00:38 6 THE VIDEOGRAPHER: Good morning.</p> <p>00:38 7 We're on the record, ladies and gentlemen, at</p> <p>00:38 8 9:33 a.m., on September 21st, 2011.</p> <p>00:38 9 This is the videotaped deposition of Markus</p> <p>00:38 10 Jakobsson, Ph.D.</p> <p>00:38 11 My name is Benjamin Gerald, here with our</p> <p>00:38 12 court reporter, Andrea Ignacio. We are here from</p> <p>00:38 13 Veritext National Deposition & Litigation Services at</p> <p>00:39 14 the request of counsel for defendant.</p> <p>00:39 15 This deposition is being held at 100 Bush</p> <p>00:39 16 Street, in the City of San Francisco, California.</p> <p>00:39 17 The caption of this case is In Re: Facebook</p> <p>00:39 18 PPC Advertising Litigation. Case number is</p> <p>00:39 19 C09-03043JF.</p> <p>00:39 20 Please note that audio and video recording</p> <p>00:39 21 will take place unless all parties agree to go off the</p> <p>00:39 22 record. Microphones are sensitive and may pick up</p> <p>00:39 23 whispers, private conversations, and cellular</p> <p>00:39 24 interference.</p> <p>00:39 25 At this time, will counsel and all present</p> <p>3</p>
<p>1</p> <p>2</p> <p>3</p> <p>00:04 4 Good morning counsel</p> <p>00:12 5 Wednesday, September 21, 2011,</p> <p>00:12 6 Deposition of Markus Jakobsson</p> <p>00:13 7 In re: Facebook PPC Advertising Litigation</p> <p>00:13 8 Reporting services brought to you by Veritext</p> <p>00:13 9 National Deposition & Litigation Services</p> <p>00:14 10 THE VIDEOGRAPHER: Benjamin Gerald.</p> <p>00:14 11 THE REPORTER: Andrea Ignacio, CSR, RPR,</p> <p>00:14 12 CCRR, CLR - License No. 9830.</p> <p>00:14 13 Real time was requested. If you do not wish</p> <p>00:14 14 to use these services for a fee, please close the</p> <p>00:14 15 screen.</p> <p>00:14 16 Thank you.</p> <p>00:14 17 Role:</p> <p>00:24 18 MR. SOMVICHIAN:</p> <p>00:25 19 MR. SHUB:</p> <p>00:25 20 MS. MILLER:</p> <p>00:35 21</p> <p>00:35 22</p> <p>00:35 23</p> <p>00:35 24</p> <p>00:35 25</p> <p>2</p>	<p>00:39 1 please identify themselves for the record.</p> <p>00:39 2 MR. SHUB: Yes.</p> <p>00:39 3 MR. SOMVICHIAN: Oh.</p> <p>00:40 4 Good morning, Whitney Somvichian with Cooley</p> <p>00:40 5 representing Facebook.</p> <p>00:40 6 MR. SHUB: Jonathan Shub representing</p> <p>00:40 7 plaintiffs.</p> <p>00:40 8 MS. MILLER: Julie Miller.</p> <p>00:40 9 THE VIDEOGRAPHER: Thank you.</p> <p>00:40 10 Will the reporter please swear the witness.</p> <p>11</p> <p>12 MARKUS JAKOBSSON, PH.D.,</p> <p>13 having been sworn as a witness,</p> <p>14 by the Certified Shorthand Reporter,</p> <p>15 testified as follows:</p> <p>00:40 16</p> <p>00:40 17 THE VIDEOGRAPHER: Thank you.</p> <p>00:40 18 Please proceed.</p> <p>00:40 19</p> <p>00:40 20 EXAMINATION BY MR. SOMVICHIAN</p> <p>00:40 21 MR. SOMVICHIAN: Q. Good morning,</p> <p>00:40 22 Mr. Jakobsson.</p> <p>00:40 23 A Good morning.</p> <p>00:40 24 MR. SHUB: For the record, it's</p> <p>00:40 25 Dr. Jakobsson.</p> <p>4</p>

EXHIBIT D

**REDACTED Pursuant to Court Order
DKT. No. 254**

EXHIBIT E

**REDACTED Pursuant to Court Order
DKT. No. 254**

EXHIBIT F

**REDACTED Pursuant to Court Order
DKT. No. 254**

Confidential - Subject to Protective Order

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN JOSE DIVISION
4

5 -----
6 IN RE FACEBOOK PPC ADVERTISING) Case No.
7 LITIGATION) C 09-03043 JF

8 -----)
9 This Document relates To:)
10 All Actions.)
11 -----

12
13 CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER
14

15 Videotaped Deposition of BERNARD JANSEN,
16 PH.D., at 2002 Massachusetts Avenue NW,
17 Washington, D.C., commencing at 9:35 a.m.,
18 Monday, October 17, 2011, before Nancy J.
19 Martin, CSR No. 9504.
20

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22
23
24
25 PAGES 1 - 183

Page 1

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1 APPEARANCES OF COUNSEL:

2
3 FOR THE PLAINTIFFS:

4 SEEGER WEISS LLP

BY: JONATHAN SHUB, ESQ.

5 1515 Market Street

6 Suite 1380

Philadelphia, Pennsylvania 19102

7 (215) 564-2300

8 jshub@seegerweiss.com

9 -AND-

FREED & WEISS LLC

10 BY: RICHARD J. BURKE, ESQ.

11 1010 Market Street

Suite 660

12 St. Louis, Missouri 63101

13 (314) 880-7000

14 rich@freedweiss.com

15 FOR THE DEFENDANT FACEBOOK, INC.:

16 COOLEY LLP

17 BY: WHITTY SOMVICHIAN, ESQ.

18 101 California Street

5th Floor

19 San Francisco, California 94111-5800

20 (415) 693-2061

21 wsomvichian@cooley.com

22
23 ALSO PRESENT:

24 LARRY FLOWERS, LEGAL VIDEOGRAPHER

25
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1 The time is approximately 2:58 p.m. This concludes 14:58:05
2 today's deposition of Dr. Bernard Jansen.

3 (TIME NOTED: 2:58 P.M.)
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EXHIBIT G

Facebook Advertising Terms and Conditions

These Facebook Advertising Terms and Conditions (these "**Terms and Conditions**") and together with any Insertion Orders executed by the parties, the "**Agreement**") are entered into by and between Facebook, Inc., a Delaware corporation ("**Facebook**") and the undersigned entity ("**Client**").

Section 1. Insertion Orders

1.1 IOs. From time to time, the parties may mutually agree on insertion orders ("**Insertion Orders**" or "**IOs**") under which Facebook will deliver advertisements or other content provided by Client ("**Client Ads**") on websites or other properties (including www.facebook.com) operated by or on behalf of Facebook or its affiliates, including through any media, devices or networks now known or hereafter developed (the "**Service**"). Each IO will specify: (a) where on the Service the Client Ads will be delivered; (b) the amount and type of advertising inventory on the Service being purchased (e.g., impressions, clicks, duration or other desired actions or metrics with respect to Client Ads) (the "**Deliverables**"); (c) the fees and rates applicable to the Deliverables; (d) the maximum amount of money to be spent pursuant to the IO (if applicable); (e) the start and end dates of the applicable Client Ad campaign; and (f) the identity of and contact information of any third party Client Ad server and tracking mechanism ("**3rd Party Client Ad Server**") if applicable. Client may not use 3rd Party Client Ad Servers unless specified in the IO and then only in accordance with Facebook's then-current policies for 3rd Party Client Ad Servers. Except as otherwise specified in this Section 1.1, Facebook will not be bound by conditions or instructions printed or appearing on IO forms submitted by or on behalf of Client, and in the event of any conflict or inconsistency between any IO and these Terms and Conditions, these Terms and Conditions will control, except to the extent such IO expressly supersedes or amends a specifically referenced section of these Terms and Conditions.

1.2 IO Effective Date and Modification. The effective date of each IO will be the earlier of: (a) execution thereof by both Facebook and Client; or (b) the display of the first Client Ad impression specified in an IO executed by Client. Subject to Section 3.2, modifications to any existing IO will not be binding unless made in a writing signed by both parties.

Section 2. Advertising Agencies.

In the event that the Client is an advertising agency or other entity representing an Advertiser (as defined in Section 2.1), including executing any IO or submitting advertisements to Facebook on behalf of an Advertiser, this Section 2 shall apply to Client.

2.1 Advertiser Definition. As used herein, "**Advertiser**" means the individual or entity on whose behalf Client is

placing Client Ads on the Service that has entered into an Advertiser Agreement (as defined in Section 2.2(b)).

2.2 Additional Representations and Warranties. Client represents, warrants and covenants that:

(a) it is the authorized agent of Advertiser and it has the legal authority to enter into this Agreement and any IO on behalf of the Advertiser, make all decisions, and take all actions relating to the Advertiser's accounts (these rights "**Agency Rights**");

(b) it has or will enter into a written agreement with Advertiser (i) that obtains Agency Rights; (ii) that binds the Advertiser to terms as protective of Facebook as is this Agreement and (iii) to which Facebook is an intended third party beneficiary with respect to Client Ads delivered on the Service (the written agreement between Advertiser and Client containing the requirements in this Section 2.2(b), the "**Advertiser Agreement**");

(c) it will not, without Facebook's prior written consent: (i) make any representation, guarantee, condition, or warranty concerning any Service, or that Client is an affiliate or partner of Facebook, (ii) make any commitments (for example, guarantees as to placement of ads) to an Advertiser or potential Advertiser beyond Facebook's obligations under this Agreement, (iii) negotiate any terms or conditions related to the Service which are inconsistent with this Agreement, or (iv) engage in any telesales or telemarketing in connection with the Service; and (d) it will perform its duties pursuant to this Agreement in a professional manner consistent with the requirements established by Facebook.

2.3 Agency Agreement and Relationship Termination. Upon Facebook's request, Client will immediately deliver to Facebook each applicable Advertiser Agreement. If Client's relationship with an Advertiser terminates, Client agrees that Facebook may contract directly with such Advertiser to allow such Advertiser to continue to place Client Ads on the Service and obtain information related to Client Ads run on its behalf, including account and performance history, and that Client shall no longer have access to such Advertiser's account.

2.4 Additional Liability. Without limiting any other provision of this Agreement, any acts or omissions by any Advertiser in violation of this Agreement shall be deemed a breach of this Agreement by Client, and Client will indemnify, defend, and hold Facebook harmless from and against all damages, liabilities, costs, and expenses that Facebook may incur as the result of such violation. However, Client acknowledges that Facebook may but shall in no event be obligated to directly contact any Advertiser and directly enforce the

terms of such Advertiser Agreement, including if Facebook has not received payment for such Advertiser's account within 30 days from the date of the applicable payment due date.

Section 3. Client Ads and Deliverables

3.1 Placement of Client Ads. Subject to the terms of this Agreement, Facebook will deliver Client Ads in accordance with the terms of the applicable IO. To the extent that the size, placement, positioning or any other aspects of the presentation of any Client Ads are not specified in an IO, Facebook may determine any of the foregoing in its sole discretion. For Client Ads where Deliverables consist of placement for a specified period of time, Facebook may deliver such Deliverables as continuous placements for that period, or some other equivalent combination of duration and rotation (e.g., 1 week of persistent placement = 2 weeks of 50% rotation placements). Scheduling of delivery of any Client Ads is subject to availability and may not be continuous. Facebook will use commercially reasonable efforts to notify Client in advance of any inability to deliver Client Ads in accordance with the terms of the applicable IO.

3.2 Changes to IOs. As described in Section 1.2, an IO may only be amended by signed, written agreement of Client and Facebook; provided, however, that Facebook may, in its sole discretion, accept a written request from Client to change the following provisions of an IO without a formal amendment of the IO: (a) a reallocation of placements between types of advertising Deliverables, (b) a change to delivery dates of specific lines of Deliverables on the IO, and (c) a change in demographic targeting (each of the foregoing, a "Limited Change"). Client shall submit Limited Change requests by email. If Facebook agrees to such Limited Change, Facebook may indicate such agreement by implementing such Limited Change without further confirmation. Facebook may also propose a Limited Change to maximize performance of a particular Client Ad campaign, but will not implement such Limited Change without email confirmation from Client. Notwithstanding anything to the contrary in this Section 3.2, in no event shall a change to the overall start or end date of a Client Ad campaign or the total spend amount under a Client Ad campaign be deemed a Limited Change and shall only be accomplished through signed written amendment of the IO between Client and Facebook.

3.3 Facebook Technical Specifications. Within 5 days of the effective date of an IO, Facebook shall make available the applicable Facebook technical specifications for such Client Ads ("Facebook Technical Specifications"). Client will submit all applicable Client Ads in accordance with the applicable Facebook Technical Specifications. Facebook may modify the Facebook Technical Specifications from time to time and shall notify Client of any such modifications. If Client is unable to comply with any such modified Facebook

Technical Specifications, Client may, as its sole and exclusive remedy, either: (a) suspend delivery of any affected Client Ads for a reasonable time in order to send compliant Client Ads to Facebook (in which event the end date for any campaign involving suspended Client Ads will be extended by a period equal to the period of the suspension) or (b) accept comparable replacement Client Ads as agreed upon by the Parties.

3.4 Client Ad Content. All content for Client Ads must be in compliance with the then-current version of Facebook's Advertising Guidelines (located at www.facebook.com/ad_guidelines.php), the Facebook Technical Specifications and any other applicable Facebook policies, including editorial, advertising, privacy, user experience, publicity and branding policies (collectively, the "Facebook Guidelines"). Each of the Facebook Guidelines is hereby incorporated by this reference. All content for Client Ads must be received at least 5 days in advance of the earliest Flight Date for any Deliverable on the applicable IO. Changes to Client Ad content for text or standard graphical Client Ads must be received by Facebook at least 3 days in advance of requested change date; changes to content for all other Client Ads must be received by Facebook at least 5 days in advance of requested change date. Facebook will not be required to accept changes to Client Ad content more than once in any rolling 7 day period. Client shall not be relieved of its payment obligations under an IO for Client Ads not delivered due to delays by Client in delivery of Client Ads to Facebook. Client will be solely responsible for all fees associated with serving any "rich media" Client Ads.

3.5 Promotions. For any contest, sweepstakes, coupon or other promotion to be offered or promoted by or on behalf of Client on the Service ("Promotion"), Client (or a third party contracted by Client and for which Client is solely responsible) will perform and be solely responsible for such Promotion, including administration of the Promotion, ensuring that the Promotion complies with any and all applicable laws and regulations, setting and enforcing official rules and offer terms, collecting entries, drawing, selecting and notifying winners and timely procuring and fulfilling prizes, premiums or discounts that may be offered in connection with such Promotion (these and other similar obligations the "Promotion Obligations"). No approval by or assistance from Facebook in connection with a Promotion (including as may be specified in an IO or elsewhere) shall reduce or satisfy the Promotional Obligations, and Client shall remain solely responsible for the Promotion Obligations. Without limiting the foregoing, Facebook's review or approval of the official rules, offer terms or regulations for any Promotion shall not constitute a legal opinion as to the legal appropriateness, accuracy or adequacy of those rules or their manner of use, nor a waiver of Facebook's indemnity rights under this Agreement.

3.6 Delivery Statistics. All figures relating to all Deliverables as determined by Facebook in accordance with its standard tracking methodologies will govern; provided, however that

if Client is using a 3rd Party Client Ad Server, figures relating to any Deliverables that are impressions provided by Client from such 3rd Party Client Ad Server will govern unless such figures are more than ten percent (10%) lower than those determined by Facebook for the same period, in which case Facebook and Client will work in good faith to reconcile the discrepancy. If Client is using a 3rd Party Client Ad Server, Client will provide all figures that Facebook requests relating to the Deliverables from such 3rd Party Client Ad Server by either (a) providing Facebook access to an online portal that provides such figures or (b) reporting such figures on a weekly basis. If Client fails to provide such figures as specified, Facebook may calculate payment and other figures relating to Deliverables using its own data. Facebook will monitor delivery of Client Ads, and will notify Client either electronically or in writing as soon as reasonably possible (and no later than two weeks before the end date of any IO unless the campaign was less than two weeks in length) if Facebook believes that an under-delivery of any Deliverables specified in an IO is likely.

3.7 Performance-Based Advertising Orders. For all IOs where inventory is invoiced on a cost per click ("CPC") or other performance-related basis, the following additional terms shall apply: (a) the IO shall specify the agreed upon CPC or other performance-based rate that will apply to such IO and (b) the IO shall not guarantee any amount of clicks or impressions to be delivered. Facebook's reported numbers for clicks shall be controlling for all CPC-based or other performance-based Deliverables.

3.8 Failure to Deliver and Makegoods/Remedies. If Facebook fails to deliver any Deliverables in accordance with the terms of an IO, Client's sole and exclusive remedy shall be limited to the following, which Facebook may choose in its sole discretion: (a) a refund of the charges representing the Client Ads that were undelivered or delivered to the wrong location, (b) placement of the Client Ads at a later time in a comparable position as determined by Facebook, and/or (c) an extension of the term of the IO with a refund representing any remaining undelivered Client Ads at the end of such extended term. Facebook will have no obligation to continue to deliver any such Client Ads after the term of the IO if the IO has been terminated by reason of Client's breach pursuant to Section 5. Facebook will not be required to remedy under-deliveries due to delays caused by Client. Client understands that all discounts are based on Client's commitment to fulfilling the discount criteria indicated in the IO. If, for any reason, these criteria are not satisfied at the expiration or cancellation of the IO, Client will pay a short rate charge on all Client Ads run equal to the difference between the rate shown in the IO and the rate earned based on the applicable rate card without consideration of any discounts.

Section 4. Payments and Reporting

4.1 Payments. Any initial payment specified in any IO will be due and payable upon the effective date of such IO. For

subsequent payments specified in any IO, unless otherwise specified in such IO, Facebook will invoice Client, at the address specified in the IO, not more frequently than once per calendar month. Invoiced amounts will be due and payable thirty (30) days after Facebook's delivery of the applicable invoice. Invoiced amounts and all other amounts payable by Client to Facebook are exclusive of any applicable tax, duty, levy, or other governmental charge, including but not limited to sales, use, value-added, withholding, and excise taxes ("Taxes"). Client is responsible for payment of all Taxes to the proper taxing or governmental authority. Client will be liable to Facebook for all costs of collection of amounts due but unpaid. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum. If Client's payment method fails or Client's account is past due, Facebook may collect past due amounts using other collection mechanisms, and Client agrees to pay all expenses associated with such collection, including reasonable attorneys' fees. If Client pays any amounts due with a credit card and the issuer of the credit card seeks to recover from Facebook any amounts received by Facebook from the issuer, Client will immediately remit to Facebook all amounts necessary to comply with the issuer's request and any costs and expenses incurred by Facebook in connection therewith.

4.2 Reporting. Within 2 business days of the effective date of any IO, Facebook will notify Client (either electronically or in writing) as to whether the Client Ads specified in the IO have begun delivery. Thereafter, Facebook will: (a) if so requested by Client in writing, make available to Client weekly interim reports ("Interim Reports") setting forth Facebook's then-current calculation of the Deliverables delivered during the period covered by the report and the anticipated payments due therefor; and (b) include with each invoice delivered pursuant to Section 4.1 a report (a "Monthly Report") setting forth Facebook's final calculation of the Deliverables delivered during the period covered by the invoice and the payments due therefor. If Client is using a 3rd Party Client Ad Server, in generating Monthly Reports, Facebook will use the figures obtained from Client or otherwise agreed by the Parties pursuant to Section 3.6. Client understands and agrees that Interim Reports are for Client's convenience only and not for any other purpose, and Facebook makes no representation or warranty as to the accuracy of, and will not be bound by any information furnished in any, Interim Report. Accordingly all payments due hereunder shall be based solely on the information contained Monthly Reports, and only Monthly Reports will be deemed binding upon Facebook.

4.3 Cancelled IOs. If Client cancels any portion of an IO pursuant to Section 5, then except to the extent otherwise specified in such IO, Client will not be charged for any Client Ads delivered under such IO after the effective date of such cancellation.

Section 5. Termination.

Either party may terminate this Agreement at any time upon written notice to the other party if the other party materially breaches this Agreement and such breaching party does not cure the same within 30 days after written notice thereof from the non-breaching party. In addition, Facebook may suspend delivery of Client Ads under any and all IOs immediately upon written notice to Client in the event of any failure by Client to make any payment hereunder when due (and, if Facebook elects to suspend delivery of any Client Ads, the end date specified in the applicable IO will be extended by a number of days equal to the period of suspension). Sections 2.4 (Additional Liability), 3.4 (Client Ad Content), 3.5 (Promotions), 3.8 (Failure to Deliver and Makegoods), 4 (Payments and Reporting), 5 (Termination), 7.4 (Persistence), 9 (Confidentiality), 10 (Representations and Indemnification), 11 (Limitation of Liability), 13 (Disputes) and 14 (General) of these Terms and Conditions, together with any accrued but unpaid payment obligations of either party, will survive any expiration or termination of this Agreement.

Section 6. Facebook Control of Service

6.1 Service Design. Client acknowledges and agrees that Facebook is, and will at all times be, the "executive producer" of the Service, and will be responsible for the design, layout, look-and-feel, and maintenance of any and all aspects of the Service, including with respect to the display and performance of any Client Ads. Facebook may, in its sole discretion, redesign, delete or replace any pages, groups or other areas on which Client Ads will be displayed, even if such redesign, deletion or replacement results in the removal of Client Ads; provided, however, that if Client Ads are removed or not able to be served in connection with such change to the Service, as Client's sole and exclusive remedy, Facebook will provide Client with Client Ads that are comparable in prominence to the affected Client Ads.

6.2 Rejection/Removal of Client Ads. Facebook may, in its sole discretion, reject or remove any Client Ad at any time, with or without notice, which (a) violates this Agreement, the content restrictions or any other provision of the Facebook Guidelines or the Facebook Technical Specifications or (b) which Facebook otherwise determines to be inappropriate for any reason in its sole discretion, whether or not such Client Ad was previously accepted. In such event, Facebook will notify Client of the reasons for such removal or rejection, and Client will promptly re-submit a Client Ad that addresses the issues specified by Facebook.

Section 7. Licenses.

7.1 License to Client Materials. Client hereby grants to Facebook (and its affiliates) a worldwide, non-exclusive, royalty-free, fully-paid license to (a) use, reproduce, perform, display, and distribute Client Ads and any related information provided by Client in connection with, on and through the Service ("Client Materials") and (b) alter, modify, repurpose or create derivative works of Client Materials as necessary or desirable in order to serve

advertising units and newsfeed content or other content on the Service. Client Ads include any copyrighted materials, and any trademarks, service marks, logos or other source or business identifiers included therein ("Trademarks"). Except as otherwise expressly set forth in this Agreement, the licenses granted under this Section 7.1 shall be for the period of the applicable IO.

7.2 Publicity. During and after the term of this Agreement, Facebook may use Client's Ads, name and logo, and may reference the type of advertising and flight dates for the advertising campaign delivered on behalf of the Client, in a factual and non-disparaging manner, for promotional or marketing purposes. Facebook may also reference any information publicly available about the Client on or off the Service.

7.3 Reservation of Rights. As between Facebook and Client, Client retains all rights in and to any Client Ads (including all Client Trademarks and all other related intellectual property rights embodied therein), and, upon the termination of this Agreement, all rights conveyed to Facebook hereunder with respect to Client Ads will cease and all such rights will revert to Client, except as otherwise provided herein. Client will not use, reproduce or display any Trademarks of Facebook in any manner without Facebook's prior written consent.

7.4 Persistence. Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that Client Ads and other Trademarks that are used or displayed on the Service may continue to be used and displayed on the Service, even after Client has completed the ad campaign or terminated this Agreement or the applicable IO, as such Client Ads or Trademarks may have been incorporated into user profiles, news feeds or other features, and that such usage and display may continue indefinitely.

Section 8. Use of Pages and iFrames. The terms of this Section 8 shall apply to any use of Pages or iFrames (each as defined in Section 8.1) by Client in connection with the Service:

8.1 Permitted Use of Pages and iFrames. Client may create Pages and use iFrames on its Pages on the Service provided that Client complies with the terms of this Section 8 and all applicable Facebook guidelines regarding iFrames and Pages (including as set forth at <http://www.facebook.com/terms.php> and http://www.facebook.com/terms_pages.php).

Notwithstanding the foregoing, use of iFrames and Pages remains subject to Facebook's review and approval at all times and Client agrees that it shall promptly remove any iFrame or Page as may be requested by Facebook in writing if Facebook determines in its sole discretion that such usage violates any Facebook guidelines or policies. "Page" means a customized profile for the Client (or a Client brand) on the Service. "iFrame" means a web page frame that allows a third party web site to be embedded within such frame.

8.2 Promotions/Commercial Content. Client agrees that for any contest, sweepstakes, coupon or other promotion appearing on or promoted through any Client Page or iFrame shall be deemed a "Promotion" for all purposes under this Agreement. Client further agrees that content on any Page or within any iFrame shall comply with all applicable policies for the content of Client Ads and shall not be unlawful, fraudulent, false, or misleading in any manner.

8.3 3rd Party Advertising Prohibited. Client shall not include or display any advertising, sponsored content, promotion or other commercial message by or on behalf of any third-party (including with respect to any third-party product or service) on any Page or iFrame.

8.4 Misrepresentations. Client shall not present its iFrames, Pages or the content on such Pages in a way that could mislead a user to believe that the user is interacting with Facebook. Client may not (a) prompt for user names or emails in way that the user could believe Facebook or the Service is prompting for such information, (b) reference Facebook, its site, or brand in any manner, (c) use any Facebook logos, trademarks, or Service terminology, (d) emulate any of the Service features, or (e) cause a user to mistakenly believe that any content posted by Client was posted by Facebook.

8.5 Security of iFrames. Client shall ensure that each iFrame and its content shall pose no risk whatsoever to the Page, any Facebook user, or the Service. Further, Client shall only pull content from its own site via an iFrame if such content is hosted in a reliable environment and complies with all guidelines.

Section 9. Confidentiality

9.1 Confidential Information.

(a) "Confidential Information" means information disclosed by one party ("Discloser") (whether verbally, in writing or otherwise, and whether of a business, technical or other nature) to the other party ("Recipient") that has been designated as confidential or that, given the nature of the information and/or the circumstances surrounding its disclosure, should reasonably be considered confidential. Without limiting the foregoing, Confidential Information of Facebook shall include all Facebook technical specifications, information relating to Deliverables, and any information relating to Facebook products. Recipient shall maintain in confidence Confidential Information and not disclose Confidential Information to any third party (other than its employees, agents or contractors who have a need to know and who have agreed in writing to obligations as protective of Confidential Information as set forth herein), or use or accumulate such Confidential Information for any purpose other than performance of this Agreement, without Discloser's prior written consent. For the avoidance of doubt, the terms of this Agreement will be deemed Confidential

Information of both parties. Notwithstanding the foregoing: (i) the foregoing restrictions will not apply as to any information that was in the Recipient's possession prior to disclosure thereof by Discloser, that is or subsequently becomes available to the general public other than through a breach by Recipient, or that is independently developed by Recipient without reference to Confidential Information; and (ii) Recipient will be permitted to disclose Confidential Information to the extent required by applicable law, regulation or legal process, provided that it provides prompt written notice to Discloser of any such disclosure and provides reasonable cooperation to the Discloser in connection with any attempt to contest or limit such disclosure.

(b) Recipient agrees and acknowledges that any breach of this Section 9 will cause irreparable harm to Discloser for which monetary damages will be inadequate. Accordingly, the aggrieved Discloser will be entitled to seek and, if granted, obtain and enforce injunctive or other equitable relief (in addition to any other remedies available to it) to remedy any threatened or actual breach of Section 9 by Recipient without the necessity of posting any bond or proving any harm or damages. In addition, Recipient agrees promptly to advise Discloser in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and to take all steps at its own expense reasonably requested by the Discloser to limit, stop or otherwise remedy such misappropriation, disclosure or use.

(c) Recipient's obligation under this Section 9 as to any Confidential Information will continue for 5 years after its receipt of such information. Upon the Discloser's request, Recipient will return, or, at Discloser's option, destroy and certify destruction of, all Confidential Information (including any summaries or analyses thereof) in the Recipient's possession.

9.2 Feedback. Client may from time to time provide ideas, suggestions or other feedback regarding the Service (including as to improvements or modifications thereto). Both parties agree that except as otherwise agreed by Facebook in a signed writing, such ideas, suggestions and other feedback is not Confidential Information of Client and that Facebook will be entitled to use, implement disclose and otherwise exploit such feedback in any manner, without restriction or duty to account.

9.3 Public Disclosures. Except as permitted by Section 7.2 and Section 9.1(a)(ii), neither party will issue any press releases, or otherwise make any public statements or communications regarding this Agreement or the relationship of the parties without the other party's prior written consent.

Section 10. Representations and Indemnification

10.1 Representations and Warranties. Each party represents and warrants that: (a) it is duly organized, validly

existing, and in good standing under the laws of the jurisdiction in which it was organized; (b) the execution and delivery of this Agreement, and the performance of the transactions contemplated hereby, are within its corporate powers, and have been duly authorized by all necessary corporate action; and (c) its performance of this Agreement, and the other party's exercise of its rights under this Agreement, will not result in a violation of any agreement or other obligation by which it is bound. Client further represents and warrants to Facebook that: (x) the Client Ads shall not contain any material which violates the Facebook Guidelines or which is otherwise unlawful, defamatory or obscene, or which infringes or violates any third-party rights (including any intellectual property rights or privacy or publicity rights) or which may encourage a criminal offense or otherwise give rise to civil liability and (y) it will comply with all applicable laws and regulations in its performance of this Agreement (including all applicable (i) privacy and data protection laws and (ii) regulations and laws and regulations related to Promotions).

10.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. FACEBOOK DOES NOT WARRANT THAT THE SERVICE OR ITS DELIVERY OF ADVERTISEMENTS HEREUNDER WILL BE ERROR-FREE, UNINTERRUPTED OR CONTINUOUS. WITHOUT LIMITING THE FOREGOING, FACEBOOK SHALL HAVE NO LIABILITY FOR CLICK FRAUD OR OTHER IMPROPER ACTIONS OF THIRD PARTIES WHICH MAY AFFECT THE COST OF ADVERTISING. THE FOREGOING DISCLAIMER OF WARRANTY IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER, AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH DISCLAIMER.

10.3 Indemnification. Client will indemnify and hold harmless Facebook and its affiliates, and each of their officers, directors and employees (collectively, the "Indemnified Parties"), from and against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by any of the Indemnified Parties arising out of or in connection with any claim by a third party (a "Third Party Claim") against any of the Indemnified Parties resulting from: (a) any actual or alleged breach of Client's representations or warranties under Sections 10.1 and 2.2 (as applicable); (b) any Promotion, including any claims for any delivery of, non-delivery of, defects in, use of or inability to use any prizes or any violation by the Promotion of any applicable law, rule or regulation; (c) any Client Ad or other materials provided by Client or any material to which users can link, or any products or services made available to users, through the

Client Ads. Facebook will notify Client promptly of any Third Party Claim for which it seeks indemnification and will permit Client to control the defense of such Third Party Claim with counsel chosen by Client; provided, that Client will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of any Indemnified Party without Facebook's prior written consent.

Section 11. Limitation of Liability

EXCEPT TO THE EXTENT ARISING OUT OF A BREACH OF CONFIDENTIALITY, OR AMOUNTS PAYABLE TO A THIRD PARTY PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS, FACEBOOK NOT WILL BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12. Force Majeure

Excluding payment obligations, neither party will be liable for any delay or default in the performance of its obligations if such delay or default is caused by conditions beyond its reasonable control, including fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures or acts of God (collectively, "Force Majeure"). If performance is delayed by more than 30 days as a result of any Force Majeure, the non-delayed party will be entitled to terminate this Agreement by written notice delivered at any time prior to the other party's resumption of performance of this Agreement.

Section 13. Disputes.

The laws of the State of California, without regard to principles of conflict of laws, will govern any dispute related to this Agreement. Client agrees that, except as otherwise provided for in this Section 13, all claims and disputes that arise out of or relate in any way to this Agreement or Client's placement of Client Ads on the Service will be resolved by binding arbitration by a single arbitrator in Santa Clara County, California, administered by JAMS (see www.jamsadr.com) pursuant to its Comprehensive Arbitration Rules. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. With respect to any claims or disputes Client intends to bring on behalf of a class, Client further agrees to arbitrate whether a class should be certified before bringing such action in a court of law. If the arbitrator refuses to certify the class, Client will continue to resolve its individual claims or disputes through binding arbitration. If the arbitrator finds that a class should be certified, Client may file the class action in a court located in Santa Clara County, California and hereby waive any right to a trial by jury. Claims for injunctive or other equitable relief pending the conclusion of an arbitration under this Section 13 must also be brought in a court in Santa Clara County, California. For

purposes of such relief or remedy, or any other court proceeding under this Section 13, Client agrees to submit to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. Except as specifically provided herein, if any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect and the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement and the rest of the Agreement shall remain in full force and effect. The failure by either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of such party to enforce such provision thereafter.

Section 14. General. Client may not assign or otherwise transfer (including by any reorganization, change of control, merger, acquisition or sale or transfer of all or part of its assets or business) Client's rights or obligations under this Agreement including any IO without the prior written permission of Facebook, and in no event will Facebook be obligated to serve Client Ads for any third party. Facebook may freely assign or otherwise transfer its rights and obligations under this Agreement including any IO, in whole or in part. Any purported assignment or other transfer in violation of this provision shall be null and void. This Agreement will be binding upon, and inure to the benefit of the parties and their permitted respective successors and assigns. Each of Facebook's affiliates are express and intended third party beneficiaries of this Agreement and may enforce any of its terms and exercise any of the rights

to the same extent as Facebook. Client and Facebook are independent contractors, and nothing in this Agreement is intended to or does create any type of joint venture, partnership or employer/employee relationship between Client and Facebook or its affiliates. Notices under this Agreement must be in writing and sent via facsimile, registered or certified mail or commercial courier to the parties at their respective addresses set forth herein, and in the case of Facebook, to the attention of its General Counsel. Whenever used in this Agreement, unless otherwise specified, the terms "includes", "including", "e.g.", "for example", "for instance" and other similar terms are deemed to include the term "without limitation" immediately thereafter. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language. This Agreement (including any IOs, agreements, policies and other documents incorporated by reference herein), constitutes the entire agreement between Client and Facebook regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement or communication between Client and Facebook, whether written or oral, including all terms and conditions on Facebook's rate cards or other published materials regarding such subject matter.

ACKNOWLEDGED AND AGREED:

Facebook, Inc.	Client: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Address: _____	Address: _____

EXHIBIT H

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In Re FACEBOOK PPC) Master Case No.
Advertising Litigation,) 5:09-cv-03043 JF

This Document Related To:)
All Actions.)

VIDEOTAPED DEPOSITION OF NATHAN FOX
JUNE 21, 2011

REPORTED BY:

JANIS JENNINGS, CSR 3942, CLR, CCRR

1		1	APPEARANCES OF COUNSEL (Continued):
2		2	
3		3	For the Defendant Facebook, Inc.:
4		4	COOLEY LLP
5		5	BY: WHITTY SOMVICHIAN, ESQ.
6		6	101 California Street
7	DEPOSITION OF NATHAN FOX, taken on	7	5th Floor
8	behalf of the Defendant, at Cooley LLP,	8	San Francisco, California 94111-5800
9	101 California Street, 5th Floor,	9	415.693.2061
10	San Francisco, California, commencing at	10	wsomvichian@cooley.com
11	9:33 a.m., Tuesday, June 21, 2011, before	11	
12	Janis L. Jennings, Certified Shorthand	12	ALSO PRESENT:
13	Reporter No. 3942, CLR, CCRR.	13	FRANK QUIRARTE, Videographer
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Page 2		Page 4	
1	APPEARANCES OF COUNSEL:	1	SAN FRANCISCO, CALIFORNIA; TUESDAY, JUNE 21, 2011;
2		2	9:33 A.M.
3	For the Plaintiff:	3	--o0o--
4	FINKELSTEIN THOMPSON LLP	4	THE VIDEOGRAPHER: Good morning, ladies
5	BY: ROSEMARY M. RIVAS, ESQ.	5	and gentlemen. We are on the record. The time is 09:33:39
6	100 Bush Street, Suite 1450	6	9:33 a.m. on June 21st, 2011. This is the
7	San Francisco, California 94104	7	videotaped deposition of Nathan Fox.
8	415.398.8700	8	My name is Frank Quirarte, here with our
9	rrivas@finkelsteinthompson.com	9	court reporter Janis Jennings. We are here from
10		10	Veritext National Deposition & Litigation Services 09:33:55
11	For the Plaintiff Class:	11	at the request of counsel for the defense.
12	SEEGER WEISS, LLP	12	This deposition is being held at
13	BY: JONATHAN SHUB, ESQ. -	13	101 California Street in the City of San Francisco.
14	1515 Market Street	14	The caption of this case is In Re Facebook PPC
15	Suite 1380	15	Advertising Litigation, case No. 5:09-cv-03043 JF. 09:34:10
16	Philadelphia, Pennsylvania 19102	16	Please note that audio and video recording
17	215.564.2300	17	will take place unless all parties agree to go off
18	jshub@seegerweiss.com	18	the record. Microphones are sensitive and may pick
19		19	up whispers, private conversations and cellular
20		20	interference. 09:34:29
21		21	At this time will counsel and all present
22		22	please identify yourself for the record.
23		23	MR. SOMVICHIAN: Whitty Somvichian with
24		24	Cooley representing Facebook.
25		25	MS. RIVAS: Rosemary Rivas with 09:34:37
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<p>1 advertising on Facebook?</p> <p>2 A. Well, I had to set up the targeting, so</p> <p>3 yeah.</p> <p>4 Q. Are there any other features of the</p> <p>5 Facebook advertising platform that you see as being 10:04:39</p> <p>6 different from Google AdWords or — or providing an</p> <p>7 additional benefit to you?</p> <p>8 MS. RIVAS: Same objection.</p> <p>9 THE WITNESS: No.</p> <p>10 MR. SOMVICHIAN: Let me just mark this for 10:05:28</p> <p>11 the record. This is just the second amended</p> <p>12 complaint. It was marked in Root Zoo. I don't know</p> <p>13 if we need to keep marking this as an exhibit.</p> <p>14 I will just give that to you, Mr. Fox.</p> <p>15 Do you want a copy? 10:05:45</p> <p>16 MS. RIVAS: Yeah.</p> <p>17 MR. SHUB: I have one.</p> <p>18 BY MR. SOMVICHIAN:</p> <p>19 Q. Mr. Fox, we will come back to this later,</p> <p>20 but I just wanted to have it in front of you as we 10:05:57</p> <p>21 move forward through the deposition. Do you</p> <p>22 recognize this as the complaint in which you are a</p> <p>23 named plaintiff?</p> <p>24 A. This is the second amended complaint? The</p> <p>25 one that I was added to? Yes. 10:06:13</p> <p style="text-align: right;">Page 30</p>	<p>1 MS. RIVAS: Objection. Vague and</p> <p>2 ambiguous. Lacks foundation.</p> <p>3 Go ahead.</p> <p>4 THE WITNESS: I have heard that term.</p> <p>5 BY MR. SOMVICHIAN: 10:07:36</p> <p>6 Q. What does that term mean to you?</p> <p>7 A. To me, that sounds like a legal term. I</p> <p>8 don't — I don't know what that means.</p> <p>9 Q. You have heard it before, but you don't</p> <p>10 have any understanding of what it means? 10:07:48</p> <p>11 A. Yes.</p> <p>12 Q. Do you understand click fraud or</p> <p>13 fraudulent clicks to be part of the complaint that</p> <p>14 you are making against Facebook?</p> <p>15 MS. RIVAS: Objection. Legal conclusion. 10:08:09</p> <p>16 Lacks foundation.</p> <p>17 THE WITNESS: I do not understand it to be</p> <p>18 part of the complaint.</p> <p>19 BY MR. SOMVICHIAN:</p> <p>20 Q. Let me just phrase it a different way. 10:08:17</p> <p>21 MS. RIVAS: Objection. Asked and</p> <p>22 answered.</p> <p>23 MR. SHUB: He just answered it. Why do</p> <p>24 you phrase it a different way?</p> <p>25 MR. SOMVICHIAN: I haven't even asked the 10:08:28</p> <p style="text-align: right;">Page 32</p>
<p>1 Q. Okay. So we are going to come back to</p> <p>2 that, but just so you have it in front of you.</p> <p>3 Mr. Fox, can you — can you just describe</p> <p>4 for me in your own words the basis of the claim that</p> <p>5 you are seeking to make against Facebook — 10:06:39</p> <p>6 MS. RIVAS: Objection.</p> <p>7 BY MR. SOMVICHIAN:</p> <p>8 Q. — in this complaint?</p> <p>9 MS. RIVAS: Objection. Seeks a legal</p> <p>10 conclusion. Lacks foundation. 10:06:51</p> <p>11 THE WITNESS: Can you restate it?</p> <p>12 BY MR. SOMVICHIAN:</p> <p>13 Q. Well, you are making certain allegations</p> <p>14 in this complaint against my client, Facebook;</p> <p>15 right? 10:07:00</p> <p>16 A. Yeah.</p> <p>17 Q. I just want to have you describe in your</p> <p>18 own words what you think the thrust of your</p> <p>19 complaint is against Facebook.</p> <p>20 MS. RIVAS: Same objections. 10:07:09</p> <p>21 THE WITNESS: I am alleging that Facebook</p> <p>22 charged me for invalid clicks.</p> <p>23 BY MR. SOMVICHIAN:</p> <p>24 Q. Have you ever heard or used the term</p> <p>25 "fraudulent clicks" or "click fraud"? 10:07:24</p> <p style="text-align: right;">Page 31</p>	<p>1 question yet.</p> <p>2 MR. SHUB: But he has already given you</p> <p>3 the answer.</p> <p>4 BY MR. SOMVICHIAN:</p> <p>5 Q. You understand that click fraud is not 10:08:35</p> <p>6 part of this case?</p> <p>7 MS. RIVAS: Objection. Legal conclusion,</p> <p>8 lacks foundation, asked and answered.</p> <p>9 MR. SHUB: Asked and answered.</p> <p>10 THE WITNESS: My understanding is that 10:08:44</p> <p>11 it's not part of the complaint.</p> <p>12 BY MR. SOMVICHIAN:</p> <p>13 Q. Okay. How can you come to that conclusion</p> <p>14 if you don't have an understanding of what click</p> <p>15 fraud is? 10:08:59</p> <p>16 MS. RIVAS: Objection. Seeks a legal</p> <p>17 conclusion. It is vague and ambiguous, and it is</p> <p>18 privileged.</p> <p>19 THE WITNESS: There's a lot of things I</p> <p>20 don't understand, and I can say that I don't think 10:09:08</p> <p>21 those things are in this complaint either.</p> <p>22 BY MR. SOMVICHIAN:</p> <p>23 Q. What?</p> <p>24 A. I don't understand astrophysics either,</p> <p>25 and I understand that astrophysics are not part of 10:09:17</p> <p style="text-align: right;">Page 33</p>

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<p>1 this complaint.</p> <p>2 Q. Well, let me ask you, then: What is your</p> <p>3 understanding of the term "invalid clicks"?</p> <p>4 MS. RIVAS: Objection. Seeks a legal</p> <p>5 conclusion. Lacks foundation. 10:09:30</p> <p>6 THE WITNESS: It seems to me that that's</p> <p>7 what this case is about, is what is a valid click</p> <p>8 and what is not a valid click. I think I should</p> <p>9 have to pay for valid clicks and not have to pay for</p> <p>10 invalid clicks. 10:09:44</p> <p>11 BY MR. SOMVICHIAN:</p> <p>12 Q. Okay. So tell me what your understanding</p> <p>13 is of the types of invalid clicks that you don't</p> <p>14 think you should be charged for.</p> <p>15 MS. RIVAS: Objection. Seeks a legal 10:09:56</p> <p>16 conclusion. Calls for expert testimony. Lacks</p> <p>17 foundation.</p> <p>18 THE WITNESS: Yeah. The reason why I got</p> <p>19 involved in this case is that I had a suspicion</p> <p>20 based on my Google Analytics that there was a 10:10:11</p> <p>21 problem. And that's why I quit advertising with</p> <p>22 Facebook, is because I didn't think that I was</p> <p>23 getting good-quality traffic from Facebook. I think</p> <p>24 it's really to my attorneys and to expert testimony</p> <p>25 to figure out what a valid click is and what an 10:10:30</p> <p style="text-align: right;">Page 34</p>	<p>1 THE WITNESS: Just in comparison to the</p> <p>2 other traffic that I was getting, it just didn't</p> <p>3 seem like it was a valid visitor to my website.</p> <p>4 BY MR. SOMVICHIAN:</p> <p>5 Q. So, in your mind, is the definition of an 10:11:46</p> <p>6 invalid click based on the length of time that</p> <p>7 someone spends on your site?</p> <p>8 MS. RIVAS: Objection. Misstates his</p> <p>9 testimony. Calls for a legal conclusion and expert</p> <p>10 testimony. 10:12:03</p> <p>11 THE WITNESS: Yeah. I don't -- I don't</p> <p>12 have a definition of an invalid click. I have -- I</p> <p>13 have a suspicion that there was something wrong.</p> <p>14 BY MR. SOMVICHIAN:</p> <p>15 Q. But you said you came to the conclusion 10:12:14</p> <p>16 that there were invalid clicks because your</p> <p>17 Analytics program reflected information indicating</p> <p>18 that there were some visitors that may have spent</p> <p>19 only a second on the site; correct?</p> <p>20 MS. RIVAS: Objection to the extent it 10:12:33</p> <p>21 misstates his testimony.</p> <p>22 THE WITNESS: My Analytics suggested that</p> <p>23 the average time on-site was one second. The</p> <p>24 average time on-site from, like, Yelp was five</p> <p>25 minutes, and the average time on-site from Google 10:12:47</p> <p style="text-align: right;">Page 36</p>
<p>1 invalid click is.</p> <p>2 BY MR. SOMVICHIAN:</p> <p>3 Q. You're a named plaintiff in the</p> <p>4 complaint --</p> <p>5 A. Yes. 10:10:38</p> <p>6 Q. -- filed in federal court. This complaint</p> <p>7 includes throughout the complaint allegations about</p> <p>8 invalid clicks. I just want to get your</p> <p>9 understanding of what an invalid click is, because</p> <p>10 that's the fundamental basis of the complaint. 10:10:49</p> <p>11 MS. RIVAS: Objection. Seeks a legal</p> <p>12 conclusion. Calls for expert testimony, and lacks</p> <p>13 foundation.</p> <p>14 THE WITNESS: The reason why I had a</p> <p>15 suspicion that the clicks weren't valid is that my 10:10:59</p> <p>16 Google Analytics said that the average time</p> <p>17 on-site for -- on my website for someone who was</p> <p>18 coming through the Facebook ads was one second. If</p> <p>19 someone comes to the site and spends one second on</p> <p>20 the site, that doesn't seem like a valid click to 10:11:19</p> <p>21 me.</p> <p>22 BY MR. SOMVICHIAN:</p> <p>23 Q. Why not?</p> <p>24 MS. RIVAS: Object. Same objections.</p> <p>25 Legal conclusion. Calls for expert testimony. 10:11:30</p> <p style="text-align: right;">Page 35</p>	<p>1 was two or three minutes, and that seemed like I was</p> <p>2 getting my money's worth. Facebook was one second.</p> <p>3 It just seemed like there was something wrong, so I</p> <p>4 discontinued that.</p> <p>5 BY MR. SOMVICHIAN: 10:13:05</p> <p>6 Q. Well, do you think -- did you think at the</p> <p>7 time that you signed up to be an advertiser on</p> <p>8 Facebook that you would only have to pay for a click</p> <p>9 if somebody stayed on your site after clicking on an</p> <p>10 ad for a particular length of time? 10:13:30</p> <p>11 MS. RIVAS: Objection. Vague and</p> <p>12 ambiguous. Seeks a legal conclusion.</p> <p>13 THE WITNESS: And, no, I did not.</p> <p>14 BY MR. SOMVICHIAN:</p> <p>15 Q. Okay. And so you understood when you 10:13:40</p> <p>16 became a Facebook advertiser that you would have to</p> <p>17 pay for clicks regardless of whether somebody</p> <p>18 clicked through and stayed on your site for a short</p> <p>19 amount of time or a long -- or a longer amount of</p> <p>20 time; right? 10:13:53</p> <p>21 MS. RIVAS: Same objection, and it's</p> <p>22 compound.</p> <p>23 THE WITNESS: I had no expectation about</p> <p>24 the amount of time that they would spend on my site.</p> <p>25 BY MR. SOMVICHIAN: 10:14:05</p> <p style="text-align: right;">Page 37</p>

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<p>1 THE WITNESS: I'm not sure what types of 2 clicks are involved in the lawsuit. 3 BY MR. SOMVICHIAN: 4 Q. You aren't? 5 A. I know that there -- I suspected that I 10:47:14 6 was getting ripped off in my deal with Facebook. 7 The -- the Analytics made it look like it was 8 something that I probably shouldn't have been 9 charged for. 10 So I think that's what we're here to 10:47:33 11 figure out, is whether I should have been charged 12 for those or not. And I don't know what types of -- 13 I have no -- I don't even know what any of those 14 clicks looked like. I just know that they, 15 according to Analytics, were on my site for one 10:47:44 16 second. That seems like a bad deal, so that's why I 17 am here. 18 Q. Mr. Fox, you understand that the complaint 19 is a class-action complaint; correct? 20 A. Yes. 10:47:53 21 Q. And you understand that means that you and 22 your lawyers are seeking to represent not just you 23 and the other named plaintiffs, but also a class of 24 advertisers who advertise on Facebook. Do you 25 understand that? 10:48:05</p> <p style="text-align: right;">Page 62</p>	<p>1 MR. SHUB: If you don't think he's an 2 adequate plaintiff, you argue that in your brief, 3 but, you know -- 4 MR. SOMVICHIAN: And I'm trying -- I'm 5 trying to make a record. 10:48:55 6 BY MR. SOMVICHIAN: 7 Q. So, Mr. Fox, what is your understanding of 8 the claims that you are seeking to pursue on behalf 9 of class? 10 MS. RIVAS: Objection. Seeks a legal 10:49:00 11 conclusion. The complaint speaks for itself. Asked 12 and answered. 13 MR. SHUB: He has already said what he is 14 seeking. 15 THE WITNESS: My understanding is that we 10:49:08 16 were charged for things that we should not have been 17 charged for. I think that it's going to be up to 18 the experts and lawyers to figure out what -- what 19 that really was. 20 BY MR. SOMVICHIAN: 10:49:18 21 Q. Can you give me any examples of the types 22 of clicks that you think Facebook should not have 23 charged to advertisers in the class you are seeking 24 to represent? 25 MS. RIVAS: Objection. Seeks a legal 10:49:30</p> <p style="text-align: right;">Page 64</p>
<p>1 A. Yes. 2 Q. So I understand that the genesis of your 3 individual claim is based on your Analytics report; 4 correct? 5 A. Yes. 10:48:14 6 Q. But what is the scope of the claims that 7 you are intending to pursue on behalf of the class 8 as their representative? 9 MS. RIVAS: Objection. 10 MR. SHUB: If you want to show him the 10:48:22 11 complaint, he can read it. I mean, it is a legal 12 document. It is all there. I don't know what you 13 need to know other than what's in the complaint. I 14 think that states what we're seeking to represent. 15 MR. SOMVICHIAN: He wants to be a class 10:48:34</p>	<p>1 conclusion. Lacks foundation. Vague and ambiguous. 2 MR. SHUB: The complaint states the 3 clicks. 4 THE WITNESS: I would be purely 5 speculating. I don't know. I don't know what those 10:49:37 6 clicks looked like or where they came from. I have 7 no idea. I just know I was charged for them. 8 BY MR. SOMVICHIAN: 9 Q. Well, let me ask one basic question, 10 Mr. Fox. Are you intending to act as a class 10:49:52 11 representative on behalf of other advertisers? 12 A. Yes. Yes. 13 Q. And what is your basis to believe that 14 other advertisers were overcharged for clicks? 15 MS. RIVAS: Objection. Overbroad. Seeks 10:50:07</p>
<p>16 representative, and he should have an understanding 17 of what the claims are about that he's seeking to 18 assert on behalf of a nationwide class. 19 MR. SHUB: He does. 20 MS. RIVAS: He does. 10:48:43 21 MR. SHUB: He read the complaint -- 22 MS. RIVAS: He does. 23 MR. SHUB: -- and he approved it. 24 MS. RIVAS: You are asking a legal 25 conclusion and -- 10:48:48</p> <p style="text-align: right;">Page 63</p>	<p>16 a legal conclusion. Lacks foundation. 17 THE WITNESS: I think if it happened to 18 me, it must have happened to a lot of other people. 19 BY MR. SOMVICHIAN: 20 Q. Is that speculation on your part, or do 10:50:21 21 you have any reason to think that that's the case? 22 MS. RIVAS: Argumentative. 23 THE WITNESS: I would suspect that I'm not 24 the only one. 25 BY MR. SOMVICHIAN: 10:50:30</p> <p style="text-align: right;">Page 65</p>

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<p>1 MR. SHUB: Mr. Fox, I have a few questions 2 for you. 3 4 EXAMINATION 5 BY MR. SHUB: 15:29:38 6 Q. You — are you interested in serving as 7 the class representative in this case, sir? 8 A. Yes. 9 Q. Would you come in and testify at trial if 10 necessary in this case? 15:29:46 11 A. Sure. 12 Q. Would you — are you willing to 13 periodically confer with counsel on behalf of the 14 class to understand what is going on in the case? 15 A. Yes. 15:29:59 16 Q. Are you — are you a computer engineer? 17 A. No, I'm not. 18 Q. Have you had — have you taken courses in 19 computer programming? 20 A. I had one that was in business school for 15:30:09 21 business people. Other than that, no. 22 Q. Do you write computer programming? 23 A. No, I do not. 24 Q. Do you read computer programming? 25 A. No, I do not. 15:30:22</p> <p style="text-align: right;">Page 218</p>	<p>1 assurance as to their quality? 2 MR. SOMVICHIAN: Leading. 3 THE WITNESS: That seems like a good idea 4 to have someone else look at it, yeah. 5 BY MR. SHUB: 15:31:42 6 Q. And if you found out that someone else did 7 look at them and received a clean bill of health, so 8 to speak, in an audit process, would you consider 9 advertising on Facebook again? 10 MR. SOMVICHIAN: Leading. 15:31:52 11 THE WITNESS: Yeah, I would. 12 MR. SHUB: Okay. I have no further 13 questions at this time. Thanks. 14 Are we done? 15 MR. SOMVICHIAN: I'm done subject to 15:32:01 16 issues on the sufficiency of the document 17 production. And I would reserve the right to recall 18 the witness, depending on if there are any further 19 documents that should have been produced but were 20 not. 15:32:13 21 MR. SHUB: Good. We reserve our right to 22 object, so we will leave it at that. 23 THE VIDEOGRAPHER: This concludes today's 24 deposition of Nathan Fox. The master disks of 25 today's deposition will remain in the custody of 15:32:26</p> <p style="text-align: right;">Page 220</p>
<p>1 Q. What is the reason why you stopped 2 advertising with Facebook? 3 A. My Google Analytics suggested that I was 4 getting charged for things I shouldn't be getting 5 charged for, so I stopped. 15:30:43 6 Q. Is that your understanding is the basis 7 upon which you are going to present evidence to a 8 jury to prove your claim? 9 MR. SOMVICHIAN: Objection. Leading. 10 BY MR. SHUB: 15:30:54 11 Q. You can answer. 12 A. I don't think that my Google Analytics is 13 going to prove my case. I think that there is other 14 data that's out there, probably in Facebook's hands, 15 that if an expert were able to see that would be 15:31:05</p>	<p>1 Veritext. 2 The time is now 3:32 p.m. We are off the 3 record. 4 (Whereupon, at 3:32 p.m. the deposition 5 concluded.) 15:32:34 6 --o0o-- 7 8 9 10 11 12 13 14 15</p>
<p>16 able to really figure out what happened. 17 Q. Did you have a lack of trust in Facebook 18 systems when you stopped advertising? 19 MR. SOMVICHIAN: Objection. Leading. 20 BY MR. SHUB: 15:31:20 21 Q. You can answer. 22 A. Yeah, I did. 23 Q. If you knew that Facebook were being 24 audited by an outside party with regard to their 25 quick filter systems, would that give you some 15:31:31</p> <p style="text-align: right;">Page 219</p>	<p>16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 221</p>

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EXHIBIT I

Facebook | What do you want to advertise? - Mozilla Firefox

File Edit View History Bookmarks Tools Help

Most Visited Facebook | Home

Customize Links

http://www.facebook.com/ads/create/index.php?act=27632189&oid=195909611248

Google

Facebook | What do you want to ...

- who live in the United States
- age 18 and older
- who graduated from college

3. Campaigns and Pricing

Account Currency

US Dollars (USD)

Campaign Name

My Ads

Daily Budget What is the most you want to spend per day? (min 1.00 USD)

50.00

Schedule. When do you want to start running your ad?

- ☒ Run my ad continuously starting today
☐ Run my ad only during specified dates

☐ Pay for Impressions (CPM)

☒ Pay for Clicks (CPC)

Max Bid (USD). How much are you willing to pay per click? (min 0.01 USD)

0.69

Suggested Bid: 0.61 - 0.76 USD

Estimate: 73 clicks per day

Create

Campaigns

Ads in the same campaign share a daily budget and schedule.

Max Bid

You will never pay more than your max bid, but you may pay less. The higher your bid, the more likely it is your ad will get shown. All amounts are in USD (\$).

Suggested Bid

This is the approximate range of what other advertisers are bidding for your target demographic.

More Help

CPC vs. CPM
Ad Campaigns and Pricing FAQ